

REMARKS

This reply is in response to the non-final Office Action mailed September 29, 2009. In the Office Action, Claim 2 was rejected under 35 U.S.C. § 102(e) as allegedly being anticipated by Henry et al. (U.S. Patent No. 7,441,043) and Claims 3-5 were rejected under 35 U.S.C. § 103(a) as allegedly being unpatentable over Henry et al. in view of Oyama et al. (U.S. Patent Application Publication No. 2006/0185013).

While applicants respectfully disagree that the cited and applied references allegedly render Claims 2-5 unpatentable, Claims 2 and 5 have nonetheless been amended for clarity and to advance prosecution in the present application. The additional features recited in amended Claims 2 and 5 may find support in paragraphs [0029] to [0046], for example, in the U.S. publication of the present application (U.S. Patent Application Publication No. 2008/0232382). Additionally, Claims 3 and 4 have been canceled so as to also advance prosecution in the present application, and Claims 15 and 16 have been added. As a result, Claims 2, 5, 15, and 16 are pending.

For at least the reasons discussed below, applicants respectfully request reconsideration and allowance of the pending claims.

Claim to Foreign Priority Under 35 U.S.C. § 119(a)-(d)

Acknowledgment of applicants' claim for foreign priority under 35 U.S.C. § 119(a)-(d) is made in the Office Action; however, it is indicated that only some of the certified copies of the priority documents have been received. Further, it is noted in the Office Action that a certified English translation of the foreign application serving as the basis for the foreign priority claim must be submitted with this reply prior to declaration of an interference to obtain the benefit of the foreign priority. (Office Action, page 2.)

LAW OFFICES OF
CHRISTENSEN O'CONNOR JOHNSON KINDNESSSMLLC
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

Applicants appreciate the acknowledgment of the foreign priority claim, but are unclear as to which certified documents have not been received, or why a declaration of an interference was raised in the priority objection but nowhere else in the Office Action. Checking the file history of the present application on PAIR, applicants note that certified documents fulfilling the requirements under section 119(a)-(d) have been met with the filings made on July 14, 2006, and June 5, 2008. It is respectfully requested that if certified copies of the foreign priority documents (English or otherwise) are still required, that more explanation be given in the next Office Action. Further, PAIR does not indicate an interference has been, or will be, declared; thus, additional information and explanation are requested regarding any requirements under such reasoning.

Rejections Under 35 U.S.C. § 102(e)

To show that a claim is anticipated under section 102(e), each and every element as set forth in the claim must be found, either expressly or inherently, in a single prior art reference. *Verdegaal Bros., Inc. v. Union Oil Co. of California*, 814 F.2d 628, 631 (Fed. Cir. 1987); M.P.E.P. § 2131. Applicants assert that none of the cited and applied references anticipates Claim 2 as alleged in the Office Action because each and every element as set forth in the claim is not taught or suggested by the cited and applied references.

In the Office Action, it is alleged that Henry et al. discloses content that is related to an IPsec key exchange using an IP address, as it is recited in Claim 2, at col. 9, lines 54 to 56; col. 11, lines 14 to 38; col. 12, lines 3 to 5; and col. 18, lines 40 to 49. (See Office Action, page 4, last paragraph.) While applicants respectfully disagree that each element recited in Claim 2 is taught or suggested in Henry et al., Claim 2 has nonetheless been amended for clarity and to advance prosecution. Applicants assert that Henry et al. fails to teach or suggest all of the elements recited in amended Claim 2.

The cited paragraphs of Henry et al. purportedly disclose performing IPsec communication using an IKE (Internet Key Exchange) protocol between the user computer and the SMG, acquiring a private IP address from a NAT box, and realizing a NAT traversal by IPsec. There is no disclosure or suggestion, however, that "the IPsec key exchange is performed by IPsec main mode," nor of exchanging an IP address using the IPsec key exchange as recited in amended Claim 2.

As recited in amended Claim 2, a secure communication path between a connection authentication server and a mobile wireless terminal apparatus is established. An IP address between the mobile wireless terminal apparatus and a virtual private network relay apparatus is exchanged, at which point the mobile wireless terminal apparatus is enabled to perform a key exchange with the virtual private network relay apparatus by main mode for IPsec key exchange. The key exchange is done using the IP address of the virtual private network relay apparatus.

According to Henry, however, upon performing IPsec communication or realizing NAT traversal, a key exchange needs to be performed in advance between the user computer and the SMG. That is, according to Henry, a key exchange is deemed to be performed before exchanging an IP address between the user computer and the SMG. Thus, Henry et al. does not teach or suggest that an IP address is exchanged during IPsec key exchange, as recited in amended Claim 2.

Further, according to Henry et al., to perform a key exchange before exchanging an IP address, an IPsec key exchange by aggressive mode has to be performed. The aggressive mode for IPsec key exchange is implemented when one of the IP addresses is unknown, and, in this mode, because the IPsec user ID is transmitted without being encrypted, there are security vulnerabilities.

An IPsec key exchange by main mode, as recited in amended Claim 2, on the other hand, is possible even if an IP address changes every time a mobile wireless terminal apparatus moves between cells. As a result, preventing degradation in key exchange security and requiring no specific operations by the user and administrator is realized. When main mode for IPsec key exchange is implemented, both IP addresses are known, and, in this mode, because the IPsec user ID is encrypted and transmitted, it is possible to prevent degradation in key exchange security. Additionally, even if an IP address needs to be changed every time a mobile wireless terminal apparatus moves between cells, it is possible to report both IP addresses between nodes that perform an IPsec key exchange, so that it is possible to perform an IPsec key exchange by main mode.

Since Henry et al. does not perform IPsec key exchange by main mode, Henry et al. does not teach or suggest each element recited in amended Claim 2. For at least this reason, applicants respectfully request withdrawal of the section 102(e) rejection of Claim 2 and allowance of the claim.

Rejections Under 35 U.S.C. § 103(a)

A *prima facie* case of obviousness may be established under section 103 if "all the claimed elements were known in the prior art and one skilled in the art could have combined the elements as claimed by known methods with no change in their respective functions, and the combination yielded nothing more than predictable results to one of ordinary skill in the art." *KSR Int'l Co. v. Teleflex, Inc.*, 550 U.S. 398 (2007); M.P.E.P. § 2143.A. Applicants respectfully assert that the combinations of the cited and applied references proposed in the Office Action fail to establish a *prima facie* case of obviousness because not all the elements of Claim 5 were known in the prior art.

Similar to Claim 2, Claim 5 has been amended to recite additional features that are not taught or suggested in the cited and applied references. For example, amended Claim 5 recites, "the IPsec key exchange is performed by IPsec main mode." But as discussed above, Henry et al. discloses performing IPsec communication without using IPsec main mode for the IPsec key exchange or exchanging an IP address through the key exchange. As such, Henry et al. does not teach or suggest the elements recited in amended Claim 5.

Additionally, Oyama et al. is directed to a method, system, and apparatus for supporting a mobile node that roams to a visited network or within the home network. (Abstract.) Oyama et al. discloses using a AAA infrastructure for purposes of authentication and authorization. (Oyama et al., paragraph [0057].) Despite this, however, there is no teaching or disclosure in Oyama et al. of any "IPsec key exchange," let alone an IPsec key exchange that is performed by IPsec main mode, or that an IP address is exchanged, as is recited in amended Claim 5. Therefore, neither Henry et al. nor Oyama et al., when taken alone or together, teach or suggest the elements recited in amended Claim 5.

For at least the reasons above, applicants respectfully request withdrawal of the section 103(a) rejection of Claim 5, and allowance of the claim.

New Claims 15 and 16

Applicants submit that Claims 15 and 16 recite similar subject matter to that recited in Claims 2 and 5. For at least this reason, applicants assert that none of the cited and applied references teach or suggest all of the recited elements of Claims 15 and 16 as argued above with regard to Claims 2 and 5; therefore, Claims 15 and 16 are patentable.

CONCLUSION

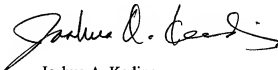
Applicants submit that this is a full and complete response to the non-final Office Action mailed September 29, 2009. It is further respectfully submitted that for at least the reasons

LAW OFFICES OF
CHRISTENSEN O'CONNOR JOHNSON KINDNESSSM
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100

above, Claims 2, 5, 15, and 16 are in condition for allowance. If there are any remaining issues, or if an Examiner's amendment is needed to correct any minor informalities, the Examiner is requested to contact the undersigned attorney at the number below.

Respectfully submitted,

CHRISTENSEN O'CONNOR
JOHNSON KINDNESS^{PLLC}



Joshua A. Kading
Registration No. 59,261
Direct Dial No. 206.695.1794

JAK:lpz

LAW OFFICES OF
CHRISTENSEN O'CONNOR JOHNSON KINDNESS^{PLLC}
1420 Fifth Avenue
Suite 2800
Seattle, Washington 98101
206.682.8100